

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address James C. Bastian, Jr. – Bar No. 175415 Melissa Davis Lowe – Bar No. 245521 SHULMAN HODGES & BASTIAN LLP 8105 Irvine Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: jbastian@shbllp.com; mlowe@shbllp.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtors and Debtors in Possession	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: ASR CONSTRUCTORS, INC., a California corporation, <hr/> ANOTHER MERIDIAN COMPANY, LLC, a California limited liability company, <hr/> INLAND MACHINERY, INC., a ***Jointly Administered Debtor(s).	CASE NO.: 6:13-bk-25794-MH CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 10/02/2014	Time: to be determined
Location: City of Perris, CA - See Attached	

Type of Sale: Public Private **Last date to file objections:** 08/26/2014

Description of property to be sold: Machinery and equipment including: The items to be sold include trucks, a tractor, a forklift, skid loader, trencher, utility tractor, boom lift and possible pallets of materials

Terms and conditions of sale: Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f) See attached.

Proposed sale price: Highest bidder

*** Affects: Inland Machinery, Inc.

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): Public auction sale to the highest bidder - see attached.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

9/9/2014 at 2:00 p.m.

Courtroom 303

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

James C. Bastian, Jr. Esq. and Melissa Davis, Esq.

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Date: 09/19/2014

In re ASR Constructors, Inc.
In re Another Meridian Company, LLC
In re Inland Machinery, Inc.
Jointly Administered Under Case No. 6:13-bk-25794-MH

Attachment to Notice of Sale of Estate Property:

I. INTRODUCTION

Inland Machinery, Inc. (“Inland”), one of three affiliated companies which include ASR Constructors, Inc. a California corporation (“ASR”) and Another Meridian Company, LLC, a California limited liability company (“Meridian”), each a debtor and debtor in possession (collectively the “Debtors”), brings its Motion for an Order Authorizing the Debtor to: (1) Conduct an Auction Sale of Assets of the Estate (Machinery and Equipment) Free and Clear of Liens Pursuant to Bankruptcy Code Section 363(b) and (f); (2) Employ Auctioneer and Pay Compensation to the Auctioneer; and (3) Granting Related Relief (“Auction Motion”). In support thereof, Inland respectfully represents as follows:

By the Auction Motion, Inland respectfully requests that the Court enter an order:

- Authorizing Inland to conduct a public auction sale to the highest bidder(s) of certain assets generally described as rental machinery and equipment (collectively the “Assets”) no longer needed in the operation of the Inland’s machinery and equipment rental business. A list of the Assets to be sold at auction is set forth below.¹ The auction sale shall be conducted free and clear of any and all liens, encumbrances, claims and/or interests (collectively, the “Liens and Encumbrances”) impacting the Assets, with all such Liens and Encumbrances upon the sold Assets to be unconditionally released, discharged and terminated, and with any Liens and Encumbrances not resolved or satisfied through the sale to attach only to the proceeds of the transaction with the same priority, validity, force and effect as they existed with respect to the sold Assets before the closing of the auction sale pending further Court order or agreement with the parties. **The proposed auction sale is scheduled for October 2, 2014 (time to be**

¹ The Assets to be sold do not include all of Inland’s machinery and equipment as some of it is still being utilized by ASR in the completion of pending projects. Once pending ASR projects are completed, subject to further motion and Court order at a later date, Inland intends to sell its remaining machinery and equipment not included in the current auction sale.

1 **determined) at the business premises of Ritchie Bros. Auctioneers (America) Inc.**
2 **(“Auctioneer”) in Perris, California.** Inland is advised that its largest secured lienholders,
3 Federal Insurance Company (“Federal”) and Berkley Regional Insurance Company (“Berkley”),
4 have no objection to the proposed auction sale, but this will be confirmed prior to the hearing.

5 • Approving and authorizing Inland to enter into an Auction Contract for the
6 employment of Auctioneer to coordinate the auction sale and authorizing payment of the
7 Auctioneer’s compensation that includes the principal terms described below. The Auctioneer
8 and the Debtor are currently preparing the Auction Contract, which will be filed with the Court
9 prior to the hearing on this Motion.

10 • Inland does not believe that any of the Assets to be sold are subject to lease
11 interests. However, out of an abundance of caution, in the event that it is determined that any of
12 the Assets to be sold are subject to lease interests, provided that there is equity for the Estate and
13 the lessor consents to the sale, authorizing Inland to sell such leased item(s) free and clear of the
14 leasehold interest(s).

15 • With respect to any Assets sold that are subject to secured or other interests,
16 authorizing Inland to reserve any and all rights the Estate may have under Bankruptcy Code
17 Section 506(c) to surcharge the collateral of any lienholders for the costs the Estate may have
18 incurred in the maintenance of the collateral as well as with the preservation and liquidation of
19 such collateral.

20 • Directing that the fourteen day stay of the order approving the Auction Motion as
21 provided by Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d), or any other
22 applicable rules, shall not apply and that absent judicial imposition of a stay of the Court order
23 approving the Auction Motion pending appeal, Inland may immediately consummate the actions
24 that are approved by such Court order.

25 • Authorizing Inland to use the proceeds of the auction sale to make Court
26 approved disbursements to the proposed Auctioneer pursuant to the terms of the Auction
27 Contract.

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1 Since its incorporation, ASR has completed over 850 public works projects, with clients such as
2 cities, school districts, and state and federal governments. Just as a few examples, ASR was the
3 general contractor on projects including the Riverside Community College Athletic Complex, the
4 Repplier Aquatic Park in Banning, the Larry D. Smith Correctional Facility, and the Multi-
5 purpose Buildings at Cabrillo, Citrus, Foothill Knolls, Magnolia, Sycamore and Valencia
6 Elementary Schools. At its peak, ASR had over 565 employees and annual revenues of over
7 \$150 million.

8 Due to the dramatic slowdown in the economy throughout the United States that started
9 in December of 2007 and that continues to this day, ASR suffered significant cash flow problems
10 beginning around 2011. As a result, ASR was unable to meet all of its obligations and was
11 suffering financing problems.

12 All of ASR's projects are bonded by either Berkley or Federal. Pursuant to General
13 Agreements of Indemnity, Berkley and Federal have subrogation and indemnity rights against
14 the assets of the Debtors. Pursuant to the terms of the Indemnity Agreement and performance
15 and payment bonds executed by Federal and Berkley, Federal and Berkley have general rights of
16 subrogation and the Debtors agreed to indemnify Federal and Berkley from any losses they may
17 incur as a result of the bonds issued on behalf of ASR. In addition, in the event of default by
18 ASR, ASR would assign, and Federal or Berkley as the case may be would be authorized to take
19 possession of, all of ASR's projects and contracts to ensure the projects are completed and to
20 take possession of all of ASR's assets as necessary to complete such projects.

21 In March 2013, ASR advised its bonding companies, Federal and Berkley, that it was
22 unable to meet its obligations on bonded projects and its obligations to the sureties under their
23 respective indemnity agreements and surety bonds. Because ASR was unable to complete the
24 work and perform obligations with respect to both payment and performance on the bonded
25 projects, ASR requested the sureties to take such steps necessary or appropriate to perform their
26 obligations as sureties with respect to the bonded projects in order to mitigate losses and
27 expenses. Following this voluntary notice of default, Federal and Berkley took over
28 management of the ASR's projects and ASR executed assignments of its receivables to the

1 sureties. Federal and Berkley have also been provided with blanket liens on ASR's accounts
2 receivables and construction projects as follows:

3 • Federal in the amount of \$1,770,817.66: UCC-1 Filing UCC-1 Filing No. 12-
4 7339143518 filed 11/28/12; Amendment No. 13-73536425 filed 3/22/13; Amendment No. 13-
5 73522998 filed 3/15/13; Amendment No. 13-73517704 filed 3/11/13 and Amendment No. 13-
6 73513989 filed 3/6/13

7 • Berkley in the amount of \$129,000.00: UCC-1 Filing No. 13-7366919227 filed
8 6/26/2013.

9 Federal has taken over ASR's construction projects it has bonded but has requested
10 ASR's assistance with respect to various administrative matters related to same. Further, there
11 are two remaining open projects where Berkley is the surety and ASR is providing construction
12 and administrative services, specifically at Adelanto United School District and the Barstow
13 Community College District - Wellness Center ("Projects") which are each approximately 80%
14 complete. ASR expects that it will complete the Projects by no later than February 2015.

15 2. Another Meridian Company, LLC

16 Meridian is in the business of real estate and owns the following real properties:

17 • Wilson Street Property, consisting of a light industrial building located at: 5230
18 Wilson Street, Jurupa Valley, California which was sold pursuant to an order entered on January
19 16, 2014. Upon closing of the sale, the first and second priority liens of Zions Bank and Wells
20 Fargo Bank were paid in full and the remaining proceeds of approximately \$1,890,000 are being
21 held by Meridian in a segregated account to which Federal's third priority lien and Berkley's
22 fourth priority lien attach.

23 • Phelan Property: Single family residence located at 3758 Kreuer Rd, Phelan, CA
24 92371. The Court approved the sale of the Phelan Property at a hearing held on July 29, 2014.
25 Upon closing of the sale, the estimated net proceeds of \$51,000 will be held by the Debtor in a
26 segregated account to which Federal's cross-collateralized lien will attach. The Phelan Property
27 is encumbered only by Federal's first priority cross-collateralized lien.

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1 • Two parcels of vacant land located in the city of Perris, County of Riverside, CA:
2 Parcel Nos.: 317-270-001 (10.09 acres) and 317-270-012 (9.66 acres) with a value of
3 approximately \$470,000. This property is subject to the cross-collateralized lien in favor of
4 Federal.

5 • Two parcels of vacant land located in the city of San Bernardino, County of San
6 Bernardino, CA: Parcel Nos.: 0142-042-01 (1.889 acres) and 0269-271-17 (1.3 acres) with a
7 value of \$240,000. This property is subject to the cross-collateralized lien in favor of Federal.

8 The Federal and Berkley liens (consisting of deeds of trust and UCC-1 filings) impacting
9 Meridian's assets were provided as part of agreements with Federal and Berkley to provide
10 funding for completion of ASR projects, to secure obligations owed to Federal and Berkley
11 under indemnity agreements signed by Meridian and otherwise and to forbear from enforcement
12 of remedies available for default..

13 3. Inland Machinery, Inc.

14 Inland is in the business of machinery and equipment rental. ASR rents machinery and
15 equipment from Inland as necessary for its various construction projects.

16 Prior to the commencement of its bankruptcy case, on October 16, 2013, Inland had
17 Auctioneer conduct an auction sale of Inland's machinery and equipment. The net sale proceeds
18 after payment of costs and the auctioneer's commission were approximately \$326,000. During
19 this case, with Court approval, with the assistance of Auctioneer, Inland conducted another
20 auction sale in March, 2014 which generated net proceeds of approximately \$320,000 which are
21 being held by Inland in a segregated account.

22 Inland's remaining machinery and equipment is believed to be worth approximately
23 \$400,000, some of which will be included in the auction sale that is the subject of this Motion.

24 Inland's net auction proceeds and remaining machinery equipment are subject to the
25 cross-collateralized liens of Federal and Berkley. The Federal and Berkley liens impacting
26 Inland's assets were provided as part of agreements with Federal and Berkley to provide funding
27 for completion of ASR projects, to secure obligations owed to Federal and Berkley under
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1 indemnity agreements signed by Inland and otherwise and to forbear from enforcement of
2 remedies available for default.

3 **C. Events Leading to the Chapter 11 Filings**

4 As set forth above, with the downturn in the economy, ASR suffered crippling cash flow
5 problems. ASR has also incurred significant legal fees and expenses related to the defense of
6 multiple collection lawsuits that have been filed against ASR, a few of which Meridian and
7 Inland have been named as co-defendants. However, one of the principal factors for the filing of
8 the bankruptcy cases was a \$6,655,486.47 judgment being asserted against ASR's contractors'
9 license by Gotte. Specifically, ASR received a notice from the Board advising that the ASR was
10 required to submit to the Board by September 22, 2013 either (1) proof that the \$6,655,486.47
11 judgment in favor of Gotte had been paid, or (2) proof of ASR's bankruptcy filing. In addition,
12 following entry of the judgment against ASR, Gotte filed a second lawsuit that was commenced
13 in the Riverside Superior Court, styled Gotte Electric, Inc. v. ASR Constructors, Inc., Federal
14 Insurance Company, Another Meridian, LLC and Inland Machinery, Inc., Case No. RIC
15 1310089 ("Gotte State Court Action") seeking recovery of alleged fraudulent transfers.²

16 As ASR did not have the funds to pay the disputed judgment and the second Gotte State
17 Court Action was impacting each of the Debtors, it was determined that the best way to
18 maximize everyone's recovery was for the Debtors to file their respective bankruptcy cases so
19 that (1) ASR could move forward with the completion of pending jobs, (2) Meridian and Inland
20 could move forward to conduct orderly sales of their respective assets, and (3) each of the
21 companies could wind down their affairs in an orderly fashion..

22 **D. The Marketing of Inland's Assets**

23 Inland has been investigating alternatives for maximizing the value of its assets for the
24 benefit of all of its creditors and other parties in interest.

25 Inland has contacted or has been contacted by parties who have expressed an interest in
26 the purchase of Inland's assets. Several interested parties have met with Inland's management

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28 ² ASR has removed the Gotte State Court Action to the Bankruptcy Court. The Debtors
intend to explore settlement of the Gotte State Court Action.

1 and/or performed due diligence. Inland received approximately six (6) offers from such parties.
2 Inland received offers from these parties to either buy the assets outright or to conduct an auction
3 but most offered only bids that were too low or subject to significant contingencies. The outright
4 offers were much lower than the projected auction sale proceeds. When Inland considered all
5 offers from parties to conduct an auction, Inland chose the Auctioneer because Inland is
6 comfortable with the Auctioneer in that the Auctioneer has conducted successful auctions for
7 Inland in the past and Auctioneer's proposal for compensation is competitive. As such, in light
8 of the current economic environment, Inland's financial condition and the fact that Inland is no
9 longer using the Assets to be sold, Inland believes the only option available is the orderly auction
10 sale of the Assets of related to its equipment and machinery rental business.

11 As such, it appears that an auction sale of the Assets is the best way to maximize value
12 for creditors and will be more beneficial to the Estate as compared to attempting to sell each item
13 on a piecemeal basis.

14 **E. The Proposed Auction Sale of Inland's Assets**

15 The Assets which are the subject of the Auction Motion are generally described as
16 equipment and machinery used in Inland's rental business and. A complete list of the items to be
17 included in the auction is as follows:

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<u>ASR #</u>	<u>Year/Make</u>	<u>Model</u>	<u>VIN</u>	<u>Lic Plate</u>	<u>Estimated Value</u>
1019	2003 Western Star	Tractor	5KJJALAV03PL84695	9B98090	\$30,000
1054	2001 Isuzu	Box truck	JALC4B14317008552	30396A1	\$12,000
1080	2005 Ford	FB Dump truck-F650	3FRNF65N45V170035	50158C1	\$9,000
1086	2006 Ford	Crew cab - flat bed	IFDXW46P76ED72757	8D72800	\$7,000
1095	2008 Ford	Crew cab – F150	IFTPW14598FA93635	8R50328	\$15,000

<u>ASR #</u>	<u>Year/Make</u>	<u>Model</u>	<u>VIN</u>	<u>Lic Plate</u>	<u>Estimated Value</u>
1113	2006 Ford	F550 XL	IFDAF57P65EB78990	8T45510	\$7,000
1119	20006 Ranco	Bottom dump trailer	IR9BSC5O56L008384	4KC4131	\$18,000
1120	2006 Ranco	Bottom dump trailer	IR9BSC5086L008380	4JN4359	\$18,000
1125	2006 Reed	Concrete Pump	30612525	905433V	\$9,000
3025	2000 JLG	Boom lift - 60ft	SN300050725		\$5,500
3049	2005 John Deere	Excavator	FF200CX505989		\$55,000
3068	2003 JLG	Forklift	1600001608		\$13,000
3194	2004 John Deere	Skiploader	T0210LE883130		\$11,000
3222	2004 Vermeer	Trencher	IVRX040K441000591		\$1,500
3230	Kubota	Utility tractor	L415010163		\$7,000
				Total **	\$218,000

** There may also one or two more trailers that will be included in the auction and pallets of materials, for a possible additional \$25,000 to \$30,000.

The Assets to be sold do not include all of Inland’s machinery and equipment as some of it is still being utilized by ASR in the completion of pending projects. Once pending ASR projects are completed (estimated time of six months), subject to further motion and Court order at a later date, Inland intends to sell its remaining machinery and equipment not included in the current auction sale.

Inland does not believe that any of the Assets to be sold are subject to lease interests. However, out of an abundance of caution, in the event that it is determined that any of the Assets are subject to a lease interest, such leased items will only be sold if there is equity for the Estate and the lessor consents to the sale.

1 Inland believes that the auction sale may generate gross proceeds of approximately
2 \$243,000 to \$248,000 based on the current business environment and the estimated values set
3 forth above. Through the competitive bidding of a public auction sale, it is anticipated that
4 Inland will receive the best and highest value for the Assets and therefore, the ultimate sale price
5 of the Assets will be fair and reasonable.

6 **F. Liens and Encumbrances Against the Assets and Their Proposed Treatment**
7 **Through the Sale**

8 The following chart sets forth and accounts for all of the recorded liens and
9 encumbrances against described in the Assets and their proposed treatment through the sale:

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Treatment of Lien Through the Sale</u>
Federal	UCC-1 Filing No. 12-7339143518 filed 11/28/12; Amendment No. 13-73536425 filed 3/22/13; Amendment No. 13-73522998 filed 3/15/13; Amendment No. 13-73517704 filed 3/11/13 and Amendment No. 13-73513989 filed 3/6/13	\$171,597,580 ³	Pursuant to Bankruptcy Code section 363(f)(2) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.
Berkley	UCC-1 Filing No. 13-7366919227 filed 6/26/2013	\$15,571,500 ⁴	Pursuant to Bankruptcy Code section 363(f)(2) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.

26 ³ Claim #2 on ASR's Claims Register, Claim #3 on Meridian's Claims Register and Claim #2 on Inland's
27 Claims Register. Each claim amount is \$171,597,580.

28 ⁴ Claim #42 on ASR's Claims Register, Claim #5 on Meridian's Claims Register and Claim #s 4 and 5 on
Inland's Claims Register. Each claim amount is \$15,571,500.

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<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Treatment of Lien Through the Sale</u>
Riverside County Treasurer and Tax Collector	Proof of claim against Inland asserting a secured claim of \$63,639.66. Tax lien recorded on 11/6/2013, document number 2013-0527072	\$63,639.66.	<p>Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.</p> <p>This lien is the subject of a bona fide dispute. The lien was recorded after the Petition Date in violation of the automatic stay under Bankruptcy Code Section 362. Inland asserts that under applicable federal bankruptcy law, the lien is invalid as any action taken in violation of the automatic stay is void as a matter of law. <u>See, In re Schwartz</u>, 951 Fed.2d, 596 (9th Cir. 1992).</p> <p>Furthermore, Inland asserts there are causes of action under Bankruptcy Code Section 549 to have the lien set aside in that it was recorded after the Petition Date the lien was not authorized by the Bankruptcy Code nor order of the Bankruptcy Court.</p>

In summary, the sale shall be conducted free and clear of any and all Liens and Encumbrances impacting the Assets, with all such Liens and Encumbrances upon the Assets to be unconditionally released, discharged and terminated, and with any Liens and Encumbrances not resolved or satisfied through the sale to attach only to the proceeds of the transaction with the same priority, validity, force and effect as they existed with respect to the sold assets before the closing of the sale pending further Court order or agreement with the impacted lienholder.

1 Inland desires to sell the Assets quickly in order stop administrative costs associated with
2 the Assets and delays that could result from having to first resolve any disputes related to secured
3 claims that may negatively impact the benefits of the sale. As such, selling the Assets pursuant
4 to Bankruptcy Code Sections 363(b)(1) and (f) free and clear of any and all liens and
5 encumbrances, with such Liens and Encumbrances not released, resolved or satisfied through the
6 auction sale to attach to the auction sale proceeds in the same validity and priority as prior to the
7 Petition Date pending agreement with the lienholder creditor or further order of the Court is
8 proper.

9 **G. Tax Consequences**

10 At this time, Inland does not know what the capital gains taxes liability will be, if any,
11 generated by the sale. In the event that there is any tax liability generated from the sale, it is
12 anticipated that such taxes will be paid by the sale proceeds.

13 **H. Reservation of Rights Under Bankruptcy Code Section 506(c)**

14 Inland will reserve any and all rights the Estate may have under Bankruptcy Code Section
15 506(c) to surcharge the collateral of any lienholders for the costs the Estate may have incurred in
16 the maintenance of their respective collateral as well as with the preservation and liquidation of
17 such collateral. Concurrent with the filing of this Motion, the Debtors or filing a motion to
18 surcharge the collateral of Federal to cover the costs and expenses incurred by the Debtors to
19 preserve the sold assets.

20 **I. The Proposed Auction Date, Proposed Auctioneer and Proposed Auction Contract**

21 Inland proposes to liquidate the Assets by auction to the highest bidder and without any
22 minimum price on October 2, 2014 (time of day to be determined). The auction sale will be
23 conducted at the Auctioneer's business premises in Perris, California. Approval of the auction
24 sale must be resolved as quickly as possible so that the Inland may coordinate the auction sale
25 and afford time for the proposed Auctioneer to commence advertising of the sale.

26 Inland requests authorization to employ Ritchie Bros. Auctioneers (America) Inc. as the
27 auctioneer to coordinate the auction sale and authorization to pay Auctioneer's compensation
28 pursuant to the terms an Auction Contract that includes the following principal terms (Inland is

1 referred to as the "Owner" and the Assets are referred to as the "Equipment" in the following
2 summary):

3 1. Sale Date: The Auctioneer shall, as agent of the Owner, offer the Assets,
4 together with any additional items delivered by the Owner to the auction site for sale, in
5 whole or in party, pursuant to the Bankruptcy Court order to be granted, at unreserved
6 public auction on or about the October 2, 2014, at the City of Perris, in the State of
7 California.

8 2. Payment: The Auctioneer shall make payment to the Owner within
9 twenty-one (21) days after the auction, the amount due and owing to the Owner from
10 monies collected from the sale of the Equipment after making all deductions permitted
11 under this Contract.

12 3. Commission: The Auctioneer shall be entitled, at the time of the auction,
13 to a commission of nine percent (9%) based on the gross sale price of the Equipment or
14 any part thereof.

15 4. Other: The Auctioneer shall:

16 a. allow the Owner access to records concerning the sale of the
17 Equipment at the auction excluding the names or contact information of the buyers
18 thereof;

19 b. supervise the preparation and organization of the auction;

20 c. provide auctioneers and accountants required for an auction of this

21 type;

22 d. ensure on-site food catering services are available to those in
23 attendance at the auction;

24 e. provide listing catalogs of the lots offered for sale to potential
25 buyers at the auction; and.

26 f. collect and remit State and local sales tax arising upon the sale of
27 the Equipment at the auction.

28 5. Sale Site: The Auctioneer shall provide, at no cost to Owner, a suitable
site for conduct of the auction.

6. Refurbishing: The Owner shall:

a. paint, clean, and refurbish, prior to the auction, the Equipment to a
standard acceptable to the Auctioneer. Should the Auctioneer organize and pay for
painting, cleaning, or refurbishing any part of the Equipment, the Auctioneer shall be
reimbursed for these costs plus ten percent (10%), and

b. reimburse the Auctioneer for the cost of fuel and batteries as the
Auctioneer deems necessary for demonstration and sale of the Equipment.

7. Delivery: The Owner shall deliver the Equipment, at Owner's cost, to the
auction site on or before the auction sale date:

a. in good operating condition, free of material defects except as
disclosed to the Auctioneer, with adequate fuel and batteries and starting at the key;

- 1 b. free of hazardous materials other than normal operating fuels, oils,
and lubricants;
- 2 c. in a condition equivalent to or better than its condition when
viewed by the Auctioneer's representative prior to the auction sale; and
- 3 d. in compliance with all applicable EPA rules and regulations;
- 4 e. together with all documents evidencing the Owner's title, and/or
necessary to transfer title, to the Equipment, properly endorsed;
- 5 f. The Owner shall assign Power of Attorney to the Auctioneer for
the limited purpose of executing on the Owner's behalf, all documents required to transfer
6 title to, and permit registration or ownership of, any part of the Equipment by the
purchaser thereof.

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8 8. Searching and Title Documents: The Owner shall:

- 9 a. conduct searches or use other means available, as deemed
necessary by the Owner for the disclosure of liens and encumbrances, and include all
10 such creditors in Bankruptcy Court notices seeking authority under 11 USC § 363 to sell
the Equipment; in no case shall the Owner have a duty to conduct such searches, nor be
responsible for the result thereof; and
- 11 b. pay a document administration fee of \$65 per unit for each item of
Equipment requiring title or registration documents.

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13 9. Risk of Loss, Insurance: The Owner shall:

- 14 a. be responsible for loss or damage to the Equipment, other than loss
or damage arising as a result of the negligence of the Auctioneer, its agents or employees,
15 until the earliest of: (i) the removal of the Equipment from the auction site by the
purchaser; or (ii) receipt by Owner of all proceeds from the sale of the Equipment; and
- 16 b. insure the Equipment, with the Auctioneer as additional insured, to
its fair market value against all perils so that in the event of damage to, or destruction of,
17 the Equipment or any part thereof, all insurance proceeds shall be credited to the gross
proceeds of the auction and payment made to the Auctioneer forthwith for all deductions
18 permitted by this Contract; and
- 19 c. upon request, provide Auctioneer with a copy of the insurance
certificate, or other documentation evidencing the Auctioneer as an additional insured, to
20 the satisfaction of the Auctioneer.

21 10. Indemnity: The Owner shall defend, indemnify and save the Auctioneer,
its parents, subsidiaries and affiliates, and each of their officers, directors, shareholders,
22 employees, and agents harmless against all claims, demands, suits, actions, causes of
action, damages, costs or charges whatsoever arising from:

- 23 a. any breach of the representations, warranties or covenants set out
24 herein;
- 25 b. failure by the Owner to comply with any laws relating to the
Owner's right to sell the Equipment;
- 26 c. hazardous materials associated with the Equipment or
contamination resulting from any leakage, spills, or malfunction of the Equipment;
- 27 d. deficiencies in the provision of documents required for the purpose
of titling or registering any part of the Equipment by any purchaser thereof;
- 28

- 1 e. any deficiency in compliance with applicable EPA rules or
regulations;
- 2 f. any negligence, unlawful act, or willful misconduct of the Owner
in connection with this Contract; and
- 3 g. any infringement of a patent, copyright, trademark, agreement or
4 similar right of any third party caused by the offering for sale, advertising or sale of any
part of the Equipment.

5 11. No Buybacks, Unreserved Auction Sale: The Owner shall not bid,
6 directly or indirectly, nor allow any other person to bid on the Owner's behalf or for the
7 Owner's benefit, by agency or otherwise, on the Equipment or any part thereof at the
8 auction. Owner acknowledges the auction is unreserved and the Auctioneer shall have no
9 obligation or duty to withdraw the Equipment or any part thereof from the auction sale or
to cancel the auction. The Equipment shall be sold to the highest bidder on the date of
the auction.

10 12. No Guarantee: The Owner acknowledges that there is no guarantee
11 whatsoever as to the gross proceeds to be realized from the sale of the Equipment at
auction.

- 12 13. Other: The Owner shall:
- 13 a. provide, at no cost to the Auctioneer, zero (0) competent persons to
assist in the preparation of the auction;
- 14 b. comply with all legislation, regulations, or requirements of any
authority of competent jurisdiction relating to the sale of the Equipment;
- 15 c. be responsible for the payment of any tax or duty whatsoever that
16 may legally be construed as being the responsibility of the Owner;
- 17 d. provide the Auctioneer with the opportunity to review and
comment on the Bankruptcy Court orders: (i) approving the sale of the Equipment
pursuant to 11 USC § 363(f), and (ii) approving this Contract; and
- 18 e. provide the Auctioneer with copies of such Bankruptcy Court
19 orders.

20 The Auctioneer and the Debtor are currently preparing the Auction Contract, which will
21 be filed with the Court prior to the hearing on this Motion.

22 Immediately on approval of Court approval of this Motion, the Auctioneer will obtain a
23 bond for this case in the amount of \$250,000. The Auctioneer has advised Inland that the total
24 value of all pending bankruptcy auctions in which the Auctioneer is involved in this District does
25 not exceed the bond it will obtain and liability insurance coverage.

26 Inland believes that the terms for the Auction Contract are fair and reasonable and that
27 Inland should be authorized to employ the Auctioneer on the terms and conditions set forth in the
28

1 Auction Contract. Inland is satisfied from the Dalton Declaration that the Auctioneer is a
2 disinterested person within the meaning of Bankruptcy Code Section 101(14).

3 **J. Request for Authorization to Use the Auction Sale Proceeds**

4 Through this Auction Motion, Inland further requests the Court authorize the use of the
5 proceeds of the auction sale to make Court approved disbursements to the proposed Auctioneer
6 pursuant to the terms of the Auction Contract that will be filed with the Court prior to the hearing
7 on this Motion.

8 **K. Approval of the Auction Motion Serves the Best Interests of the Estate and**
9 **Creditors**

10 Inland has made a business decision and believes that the sale of the Assets by the
11 proposed auction sale is the best available alternative for maximizing the value of the Assets for
12 the Estate and creditors. The auction sale is the most efficient and cost effective way to liquidate
13 the Assets and will allow the Estate to receive the most value for the Assets as compared to
14 attempting to sell each item on a piecemeal basis.

15 Inland believes that the auction sale may generate gross proceeds of approximately
16 \$243,000 to \$248,000. Through the competitive bidding of a public auction sale, it is anticipated
17 that Inland will receive the best and highest value for the Assets and therefore, the ultimate sale
18 price of the Assets will be fair and reasonable.

19 Finally, approval of the auction sale must be resolved as quickly as possible so that the
20 Inland may coordinate the auction sale and afford time for the proposed Auctioneer to commence
21 advertising of the sale.

22 Thus, based on good business reasons, approval of this Auction Motion would serve the
23 best interests of the Inland's Estate and its creditors.

24
25
26
27
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **8105 Irvine Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **August 19, 2014**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- James C Bastian jbastian@shbllp.com *Attorney for the Debtor*
- J Scott Bovitz bovitz@bovitz-spitzer.com *Attorney for U.S. TelePacific Corp*
- Peter L Duncan peterd@psdslaw.com, theresam@psdslaw.com *Attorney for Torrey Pines Bank*
- Jonathan J Dunn jonathan.dunn@sedgwicklaw.com, gloria.zwibel@sedgwicklaw.com *Attorney for Federal Insurance Company*
- Helen R Frazer hfrazier@aalrr.com *Attorney for Federal Insurance Company*
- Margaret E Garms margaret@parkinsonphinney.com *Attorney for Zions First National Bank*
- Everett L Green everett.l.green@usdoj.gov *Office of United States Trustee*
- Eric M Heller eric.m.heller@ircounsel.treas.gov *Attorney for the Internal Revenue Service*
- Marilyn Klinger Marilyn.Klinger@sedgwicklaw.com *Attorney for Berkley Regional Insurance Company*
- Edward D Lodgen EDLodgen@rkmc.com *Attorney for Insurance Company of the West*
- Melissa Davis Lowe mdavis@shbllp.com *Attorney for ASR Constructors Inc*
- Byron B Mauss efilings@amlegalgroup.com *Attorney for Gotte Electric, Inc.*
- Joshua K Partington efilings@amlegalgroup.com *Attorney for Gotte Electric, Inc.*
- Michael A Scherago mscherago@landslawyers.com *NEF for Interested Party*
- Jason K Schrader jason.K.Schrader@usdoj.gov *Office of United States Trustee*
- Jodi Siegner jsiegner@deconsel.com *Attorney for Carpenters Southwest Administrative Corporation; and Board of Trustees for the Carpenters Southwest Trusts*
- Gregory H Smith gsmith@publiccounsel.org *Attorney for Safeco Insurance Company Of America*
- United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov *Office of United States Trustee*
- David Veis deveis@rkmc.com *Attorney for Insurance Company of The West*
- Gilbert B Weisman notices@becket-lee.com *Attorney for BMO Harris Bank NA*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **August 19, 2014**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*):

Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **August 19, 2014**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy – Via Messenger

Honorable Mark Houle, US Bankruptcy Court, 3420 Twelfth St, Bin Outside Courtroom 303, Riverside, CA 92501

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 19, 2014
Date

Lorre Clapp
Printed Name

/s/ Lorre Clapp
Signature

EMAIL SERVICE LIST

Potential Buyer

PPL Group LLC
Alex Mazer
Shawn Carver, Account Executive
Alex@pplgroupllc.com
shawn@pplgroupllc.com

Potential Buyer

Heritage Global Partners
Asset Advisory & Auction Services
Nick Dove, Director of Sales
ndove@hgpauction.com

Potential Buyer

Bid It Up
Robert Shah, Director of Strategic Business Development
rshah@biditup.com

Potential Buyer

Hilco Global
Benjamin M. Ziff, Director
Industrial, LLC | Real Estate, LLC
bziff@hilcoglobal.com

Potential Buyer

Liquid Asset Partners LLC
Jennifer Steward
Business Development
jennifer@liquidap.com

Potential Buyer

Reich Brothers
Vaughn Barber
vbarber@reichbros.com

Potential Buyer

Machinery Network Auctions
Eric Raffin
eric@machinerynetworkauctions.com

Potential Buyer

New Mill Capital
Adam Russell
Business Development Associate
adamr@newmillcapital.com

U.S. MAIL SERVICE LIST

INTERESTED PARTY

OFFICE OF THE UNITED STATES TRUSTEE
EVERETT L GREEN ESQ
3801 UNIVERSITY AVENUE
SUITE 720
RIVERSIDE, CA 92501-3200

SHAREHOLDER

REGOTTI FAMILY TRUST DATED JANUARY 12,
2005
ALAN REGOTTI AND STACEY REGOTTI
TRUSTEES
1569 CAMINO CORTO
FALLBROOK, CA 92028

SHAREHOLDER

MARC W BERRY
PATTI BERRY
7546 CERRITO ROJO DRIVE
RANCHO CUCAMONGA, CA 91730

SCHEDULE D

FEDERAL INSURANCE COMPANY
WAYNE R WALTON ESQ
15 MOUNTAINVIEW ROAD
WARREN, NJ 07059-6711

SCHEDULE D

BERKLEY REGIONAL INSURANCE COMPANY
ATTN NANCY MANNO
BERKLEY SURETY GROUP INC
412 MOUNT KEMBLE AVE SUITE 310N
MORRISTOWN, NJ 07960

**SCHEDULE D - ADDITIONAL NOTICE FOR
BERKLEY REGIONAL INSURANCE**

COMPANY

BERKLEY REGIONAL INSURANCE COMPANY
C/O RICHARD W TROPP
BENCHMARK CONSULTING SERVICES LLC
2 VENTURE SUITE 220
IRVINE, CA 92618

SCHEDULE D

GOTTE ELECTRIC INC
ATTN STEVEN R BANGERTER ESQ
BANGERTER SHEPPARD PC
1300 CLAY ST SUITE 600
OAKLAND, CA 94612

SCHEDULE D

INSURANCE COMPANY OF THE WEST
ATTN PRESIDENT OR MANAGER AGENT
11455 EL CAMINO REAL
SAN DIEGO, CA 92130

**SCHEDULE D - UCC NOTICE OF STATE TAX
LIEN**

EMPLOYMENT DEVELOPMENT DEPARTMENT
BANKRUPTCY GROUP MIC 92E
PO BOX 826880
SACRAMENTO, CA 94280-0001

SCHEDULE D - ADDITIONAL NOTICE

EMPLOYMENT DEVELOPMENT
DEPARTMENT
LIEN GROUP MIC92G
PO BOX 826880
SACRAMENTO, CA 94280-0001

SCHEDULE D

1ST ENTERPRISE BANK
ATTN PRESIDENT OR MANAGER AGENT
818 W 7TH STREET STE 220
LOS ANGELES, CA 90017-3449

SCHEDULE E

EMPLOYMENT DEVELOPMENT DEPARTMENT
BANKRUPTCY GROUP MIC 92E
PO BOX 826880
SACRAMENTO, CA 94280-0001

SCHEDULE E

FRANCHISE TAX BOARD
ATTN BANKRUPTCY UNIT
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO, CA 95812-2952

SCHEDULE E

INTERNAL REVENUE SERVICE
ATTN BANKRUPTCY UNIT
PO BOX 7346
PHILADELPHIA, PA 19101-7346

INTERNAL REVENUE SERVICE
DEPARTMENT OF THE TREASURY
PO BOX 7346
PHILADELPHIA, PA 19101-7346

SCHEDULE E

STATE BOARD OF EQUALIZATION
ATTN SPECIAL OPERATIONS BRANCH MIC
55
PO BOX 942879
SACRAMENTO, CA 94279-0055

**SCHEDULE E - INLAND MACHINERY, INC.
AND SCHEDULE D ANOTHER MERIDIAN
COMPANY, LLC**

RIVERSIDE COUNTY TREASURER AND
TAX COLLECTOR
4080 LEMON STREET
1ST FLOOR
RIVERSIDE, CA 92502

RIVERSIDE COUNTY TREASURER AND
TAX COLLECTOR

SCHEDULE D ANOTHER MERIDIAN

COMPANY, LLC

SAN BERNARDINO COUNTY TREASURER
AND
TAX COLLECTOR
172 WEST THIRD STREET
SAN BERNARDINO, CA 92415

SCHEDULE F

ADP LEMCO INC
ATTN PRESIDENT OR MANAGER AGENT
5970 DANNON WAY
WEST JORDAN, UT 84081-6203

SCHEDULE F

AGUA MANSA INVESTMENT PARTNERS LLC
ATTN PRESIDENT OR MANAGER AGENT
33891 MISSION TRAILS
WILDOMAR, CA 92595

SCHEDULE F

AGUA MANSA PROPERTIES INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 127
RIVERSIDE, CA 92502

SCHEDULE F

AIR EXCHANGE CLEAN AIR SPEC
ATTN PRESIDENT OR MANAGER AGENT
495 EDISON CT STE A
FAIRFIELD, CA 94534-1683

SCHEDULE F

AIRGAS USA LLC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 7423
PASADENA, CA 91109-7423

SCHEDULE F

ALAN REGOTTI
1569 CAMINO CORTO
FALLBROOK, CA 92028

SCHEDULE F

ALCORN AIRE INC
ATTN PRESIDENT OR MANAGER AGENT
325 ROBINSON
BAKERSFIELD, CA 93305

SCHEDULE F

AMAX GLASS & GLAZING INC
ATTN PRESIDENT OR MANAGER AGENT
385 S LEMON AVENUE E309
WALNUT, CA 91789

SCHEDULE F

AMERICAN EXPRESS
ATTN BANKRUPTCY UNIT
BOX 0001
LOS ANGELES, CA 90096-8000

SCHEDULE F

ANOTHER MERIDIAN COMPANY LLC
ATTN PRESIDENT OR MANAGER AGENT
5230 WILSON ST
RIVERSIDE, CA 92509

SCHEDULE F

ANTHEM BLUE CROSS OF CA
ATTN PRESIDENT OR MANAGER AGENT
DEPT 5812
LOS ANGELES, CA 90074

SCHEDULE F

ARCHITECTURAL SIGN IDENTITY
ATTN PRESIDENT OR MANAGER AGENT
1247 S BUENA VISTA ST
SUITE E
SAN JACINTO, CA 92583

SCHEDULE F

ASR POWDER COATING LLC
ATTN PRESIDENT OR MANAGER AGENT
15435 ARROW BLVD
BLD B
FONTANA, CA 92335

SCHEDULE F

BAKERSFIELD WELL & PUMP CO
ATTN PRESIDENT OR MANAGER AGENT
7212 FRUITVALE AVENUE
BAKERSFIELD, CA 93308

SCHEDULE F

BARSTOW COMMUNITY COLLEGE DISTRICT
C/O ATKINSON ANDELSON LOYA RUDD &
ROMO
16870 WEST BERNARDO DRIVE SUITE 330
SAN DIEGO, CA 92127-1677

SCHEDULE F

BLUE DIAMOND MATERIALS
C/O LANAK & HANNA
625 THE CITY DRIVE SOUTH
SUITE 190
ORANGE, CA 92868

SCHEDULE F

BORBON INC
ATTN PRESIDENT OR MANAGER AGENT
7312 WALNUT AVE
BUENA PARK, CA 90620

SCHEDULE F

CABINET CONNECTION
ATTN PRESIDENT OR MANAGER AGENT
5783 E SHIELDS AVE
FRESNO, CA 93727

SCHEDULE F

CAL-STATE RENT A FENCE
ATTN PRESIDENT OR MANAGER AGENT
4518 INDUSTRIAL ST
SIMI VALLEY, CA 93063

SCHEDULE F

CALIFORNIA APPRENTICESHIP COUNCIL
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 420603
SAN FRANCISCO, CA 94142

SCHEDULE F

CALIFORNIA FACILITY SPECIALTIES
ATTN PRESIDENT OR MANAGER AGENT
260 WEST ARROW HIGHWAY SUITE E
SAN DIMAS, CA 91773

SCHEDULE F

CALWEST GALVANIZING
VALMONT INDUSTRIES INC
ATTN PRESIDENT OR MANAGER AGENT
DEPT 2391
LOS ANGELES, CA 90084-2391

SCHEDULE F

CARPENTERS SOUTHWEST TRUST
CARPENTERS SOUTHWEST
ADMINISTRATIVE CORP
ATTN PRESIDENT OR MANAGER AGENT
533 S FREMONT AVE
SUITE 803
LOS ANGELES, CA 90071-1706

SCHEDULE F

CARPENTERS SOUTHWEST ADMINISTRATIVE
CORP
C/O MARGARET R GIFFORD ESQ
DECARLO AND SHANLEY APC
533 SOUTH FREMONT AVENUE, 9TH FL.
LOS ANGELES, CA 90071-1706

SCHEDULE F

CERTIFIED DOOR INC
ATTN PRESIDENT OR MANAGER AGENT
7711 SOMERSET BLVD
PARAMOUNT, CA 91770

SCHEDULE F

CENTRAL DRUG SYSTEM INC
ATTN PRESIDENT OR MANAGER AGENT
16560 HARBOR BLVD
SUITE A
FOUNTAIN VALLEY, CA 92708

SCHEDULE F

CITY OF PALM DESERT
C/O BEST BEST & KRIEGER
655 W BROADWAY
15TH FLOOR
SAN DIEGO, CA 92101

SCHEDULE F

CITY OF VICTORVILLE
ATTN MANAGING AGENT
PO BOX 5001
VICTORVILLE, CA 92393-4999

SCHEDULE F

CITIBUSINESS CARD
ATTN BANKRUPTCY UNIT
PO BOX 688901
DES MOINES, IA 50368-8901

SCHEDULE F

CLARIDGE PRODUCTS & EQUIPMENT
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 910
HARRISON, AR 72602

SCHEDULE F

COLLECTIVE CONTRACTING
ATTN PRESIDENT OR MANAGER AGENT
1611-A SOUTH METROSE DR #383
VISTA, CA 92081

SCHEDULE F

COMMERCIAL FURNISHINGS INC
ATTN PRESIDENT OR MANAGER AGENT
9420 ACTIVITY ROAD #J
SAN DIEGO, CA 92126

SCHEDULE F

CONSTRUCTION LABORERS TRUST
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 513638
LOS ANGELES, CA 90051-1638

SCHEDULE F

CONTRACTORS COMPLETE SURETY
ATTN PRESIDENT OR MANAGER AGENT
5230 WILSON ST
RIVERSIDE, CA 90509

SCHEDULE F

COUNTY OF RIVERSIDE
DEPARTMENT OF ENVIRONMENTAL
HEALTH
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 7600
RIVERSIDE, CA 92513

SCHEDULE F

COUNTY OF SAN BERNARDINO
SOLID WASTE MANAGEMENT
ATTN PRESIDENT OR MANAGER AGENT
825 E 3RD ST
SAN BERNARDINO, CA 92415-0835

SCHEDULE F

CURRANSEAL INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 28508
SANTA ANA, CA 92799

SCHEDULE F

DANTIN ENTERPRISES INC
C/O GREGORY J HOUT
12396 WORLD TRADE DRIVE
SUITE 206
SAN DIEGO, CA 92128

SCHEDULE F

DE LAGE LANDEN FINANCIAL SERVICES INC
ATTN PRESIDENT OR MANAGER AGENT
1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087

SCHEDULE F

DIAMOND ENVIRONMENTAL SERVICES
ATTN PRESIDENT OR MANAGER AGENT
807 E MISSION ROAD
SAN MARCOS, CA 92069

SCHEDULE F

DIAMOND POWER SERVICES
ATTN PRESIDENT OR MANAGER AGENT
807 E MISSION ROAD
SAN MARCOS, CA 92069

SCHEDULE F

DOCK PROS
ATTN PRESIDENT OR MANAGER AGENT
2870 RAGLE WAY
CORONA, CA 92879

SCHEDULE F

DRGK INC
ATTN PRESIDENT OR MANAGER AGENT
20258 HW 18
SUITE 430, NUMBER 169
APPLE VALLEY, CA 92307

PROOF OF CLAIM ADDRESS

DUKE PLUMBING, INC.
ATTN WESLEY DUKE, PRESIDENT
1630 W 9TH STREET
UPLAND, CA 91786

SCHEDULE F

ENGINEERED WALL SYSTEMS INC
ATTN PRESIDENT OR MANAGER AGENT
5591 WEST LEO PARK ROAD
WEST JORDAN, UT 84081

SCHEDULE F

ERIC L OESTERBLAD
C/O STEPHEN DANZ & ASSOCIATES
11661 SAN VICENTE BLVD
SUITE 500
LOS ANGELES, CA 90049-5113

SCHEDULE F

EVERBANK COMMERCIAL FINANCE
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 911608
DENVER, CO 80291-1608

SCHEDULE F

EXPRESS PIPE & SUPPLY INC
ATTN PRESIDENT OR MANAGER AGENT
1235 SOUTH LEWIS ST
ANAHEIM, CA 92805

SCHEDULE F

FEDEX
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 7221
PASADENA, CA 91109-7321

SCHEDULE F

FIRST INSURANCE FUNDING CORP
ATTN PRESIDENT OR MANAGER AGENT
450 SKOKIE BLVD SUITE 1000
NORTHBROOK, IL 60062

SCHEDULE F

GALLAGHER BASSETT SERVICES INC
ATTN PRESIDENT OR MANAGER AGENT
4TH FLOOR
TWO PIERCE PLACE
ITASCA, IL 60143-3141

SCHEDULE F

GAMMA CONSTRUCTIONS SERVICES
ATTN PRESIDENT OR MANAGER AGENT
985 KENDALL DR #284
SAN BERNARDINO, CA 92407

SCHEDULE F

GMP PLUMBING INC
ATTN PRESIDENT OR MANAGER AGENT
2863 SIDEWHEEL DRIVE
BULLHEAD CITY, AZ 86429

SCHEDULE F

GBI ELECTRICAL
ATTN PRESIDENT OR MANAGER AGENT
551 HERITAGE PLACE
PALMDALE, CA 93550

SCHEDULE F

GE CAPITAL
GENERAL ELECTRIC CAPITAL CORPORATION
ATTN LISA BODDICKER
1010 THOMAS EDISON BLVD SW
CEDAR RAPIDS, IA 52404

SCHEDULE F

GENERAL GLASS INTERNATIONAL
ATTN PRESIDENT OR MANAGER AGENT
101 VENTURE WAY
SECAUCUS, NJ 07094

SCHEDULE F

GLOBE TECH INC
ATTN PRESIDENT OR MANAGER AGENT
4500 CAMINTO PL
TARZANA, CA 91356

SCHEDULE F

GOLDEN STATE ROOFING WATERPROOF
KISS ENTERPRISES INC DBA GOLDEN STATE
ROOFING
ATTN FRANK R KISS OPERATIONS MANAGER
19703 EDDINGTON DRIVE
CARSON, CA 90746

SCHEDULE F

GRANITE CONSTRUCTION COMPANY
ATTN PRESIDENT OR MANAGER AGENT
585 WEST BEACH STREET
WATSONVILLE, CA 95076

SCHEDULE F

GREENSTONE MATERIALS
ATTN PRESIDEN
1420 NANDINA AVE
PERRIS, CA 92571

SCHEDULE F

HAMILTON CEILING SYSTEMS
ATTN PRESIDENT OR MANAGER AGENT
455 W LA CADENA #1
RIVERSIDE, CA 92501

SCHEDULE F

HASLER
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 3808
MILFORD, CT 06460-8708

PROOF OF CLAIM ADDRESS

HERITAGE WINDOW COVERINGS INC
ATTN PRESIDENT OR MANAGER AGENT
17902 GEORGETOWN LANE
HUNTINGTON BEACH, CA 92647

SCHEDULE F

HILTI INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 382002
PITTSBURGH, PA 15250-8002

SCHEDULE F

INDUSTRIAL METAL SUPPLY CO
ATTN PRESIDENT OR MANAGER AGENT
8300 SAN FERNANDO RD
SUN VALLEY, CA 91352

SCHEDULE F

INFINITY STRUCTURES INC
C/O PYKA LENHARDT SCHNAIDER ZELL
837 N. ROSS ST.
PO BOX 1558
SANTA ANA, CA 92701-1558

SCHEDULE F

INTERNATIONAL DOOR
ATTN PRESIDENT OR MANAGER AGENT
8001 RONDA DRIVE
CANTON, MI 48187

SCHEDULE F

JOE'S LAWN MOWER SUPPLIES INC
ATTN PRESIDENT OR MANAGER AGENT
25646 E BASELINE ST
SAN BERNARDINO, CA 92410

CLAIM ADDRESS

KONECRANES INC
ATTN PRESIDENT OR MANAGER AGENT
4401 GATEWAY BLVD
SPRINGFIELD, OH 45502

SCHEDULE F

LEGEND THEATRICAL
ATTN PRESIDENT OR MANAGER AGENT
103 E WHISPERING PINES DRIVE
SCOTTS VALLEY, CA 95066

SCHEDULE F

LOWES
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 530954
ATLANTA, GA 30353-0954

SCHEDULE F

MARC W BERRY
7546 CERRITO ROJO DRIVE
RANCHO CUCAMONGA, CA 91730

SCHEDULE F

MCGRAWHILL CONSTRUCTION
ATTN PRESIDENT OR MANAGER AGENT
7625 COLLECTION CENTER DR
CHICAGO, IL 60693-0076

SCHEDULE F

MISSION REPROGRAPHICS
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 52893
RIVERSIDE, CA 92517

SCHEDULE F

NEFF CONSTRUCTION INC
C/O LEWIS BRISBOIS BISGAARD & SMITH
221 N. FIGUEROA ST
SUITE 1200
LOS ANGELES, CA 90012

SCHEDULE F

KENNEDY HILLS ENTERPRISES LLC
C/O MOLLIS & MOLLIS INC
CHARLES A MOLLIS ESQ
4621 TELLER
SUITE 200
NEWPORT BEACH, CA 92660

SCHEDULE F

KONE ELEVATOR
ATTN PRESIDENT OR MANAGER AGENT
11165 KNOTT AVENUE
SUITE B
CYPRESS, CA 90630

SCHEDULE F

LESTER & CANTRELL LLP
ATTN PRESIDENT OR MANAGER AGENT
1700 IOWA AVENUE
SUITE 200
RIVERSIDE, CA 92507

SCHEDULE F

M2 FENCING
ATTN PRESIDENT OR MANAGER AGENT
7316 TOLL DR
ROSEMEAD, CA 91770

SCHEDULE F

MARIA BRADLEY
C/O PEACH & WEATHERS
788 N ARROWHEAD AVENUE
PO BOX 1467
SAN BERNARDINO, CA 92402

SCHEDULE F

MCKENDRY DOOR SALES
ATTN PRESIDENT OR MANAGER AGENT
12930 SUNNYSIDE PLACE
SANTA FE SPRINGS, CA 90670

SCHEDULE F

MITA OF SO CALIF
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 9966
MORENO VALLEY, CA 92552

SCHEDULE F

NEWPORT BEACH - ALLIANT INSURANCE
SERVICES INC
ATTN PRESIDENT OR MANAGER AGENT
701 B ST 6TH FLOOR
SAN DIEGO, CA 92101

SCHEDULE F

KONE CRANES INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 641807
PITTSBURGH, PA 15264-1807

SCHEDULE F

KOPPL PIPELINE SERVICES
ATTN PRESIDENT OR MANAGER AGENT
1228 DATE STREET
MONTEBELLO, CA 90640-6373

SCHEDULE F

LITIGATION SUPPORT PROFESSIONAL
ATTN PRESIDENT OR MANAGER AGENT
4371 LATHAM ST SUITE 204
RIVERSIDE, CA 92501

SCHEDULE F

MACKENZIE ELECTRIC INC
ATTN PRESIDENT OR MANAGER AGENT
7933 PALM AVENUE
HIGHLAND, CA 92346

SCHEDULE F

MATICH CORPORATION
C/O LAW OFFICES OF J PATRICK RAGAN
1881 S. BUSINESS CENTER DRIVE
SUITE 7B
SAN BERNARDINO, CA 92408

SCHEDULE F

MCNICHOLS CO
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 101211
ATLANTA, GA 30792-1211

SCHEDULE F

MURILLOS CLEANING
ATTN PRESIDENT OR MANAGER AGENT
26450 OLD ANVIL LN
MORENO VALLEY, CA 92555

SCHEDULE F

NU ACOUSTICS
ATTN PRESIDENT OR MANAGER AGENT
3845 STOBBS WAY
RIVERSIDE, CA 92509

SCHEDULE F

OJ INSULATION
ATTN PRESIDENT OR MANAGER AGENT
600 S VINCENT AVE
AZUSA, CA 91702

SCHEDULE F

PACIFIC EXTERIORS INC
ATTN PRESIDENT OR MANAGER AGENT
13911-B ENTERPRISE DRIVE
GARDEN GROVE, CA 92843

SCHEDULE F

PAUL DESIGN GROUP
THE PAUL COMPANY LLC
ATTN PRESIDENT OR MANAGER AGENT
915 CAMINO DEL MAR
SUITE 225
DEL MAR, CA 92014

ADDITIONAL NOTICE
PROOF OF CLAIM ADDRESS FOR
THE PAUL COMPANY LLC

RICHARD F VOLKER
325 W WASHINGTON ST #2-337
SAN DIEGO, CA 92013

SCHEDULE F

PAULA CAMPBELL AND LUIS RUIZ
C/O CLARICE J LETIZIA
4560 AVENIDA PRIVADO
OCEANSIDE, CA 92057

SCHEDULE F

PERFORMANCE SYSTEMS CO
ATTN PRESIDENT OR MANAGER AGENT
14059 GARFIELD AVE SUITE B
PARAMOUNT, CA 90723

SCHEDULE F

PERRIS UNION HIGH SCHOOL
ATTN PRESIDENT OR MANAGER AGENT

SCHEDULE F

PETERSON HYDRAULICS INC
ATTN PRESIDENT OR MANAGER AGENT
1653 E EL SEGUNDO BLD
GARDENA, CA 90249

SCHEDULE F

PETES ROAD SERVICE INC
ATTN PRESIDENT OR MANAGER AGENT
2230 E ORANGETHORPE AVE
FULLERTON, CA 92831-5329

SCHEDULE F

PLIC-SBD GRAND ISLAND
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 10372
DES MOINES, IA 50306-0372

SCHEDULE F

POWERPLUS
ATTN PRESIDENT OR MANAGER AGENT
1210 N RED GUM STREET
ANAHEIM, CA 92806

SCHEDULE F

PRESTIGE REBAR
ATTN PRESIDENT OR MANAGER AGENT
6941 MELVIN DRIVE
SAN BERNARDINO, CA 92407

SCHEDULE F

PROTECTION ONE
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 219044
KANSAS CITY, MO 64121-9044

SCHEDULE F

R B SHEET METAL INC
ATTN PRESIDENT OR MANAGER AGENT
1893 CAPRI AVENUE #6
MENTONE, CA 92359

SCHEDULE F

REBACK MCANDRES KJAR WARFORD
ATTN PRESIDENT OR MANAGER AGENT
1230 ROSECRANS AVENUE
SUITE 450
MANHATTAN BEACH, CA 90266

SCHEDULE F

ROBERTSONS READY MIX LTD
C/O LAW OFFICES OF MERVYN Y
ENCARNACION
200 S MAIN ST
SUITE 200
CORONA, CA 92882

SCHEDULE F

ROGERS ANDERSON MALODY & SCOTT LLP
CPA
ATTN PRESIDENT OR MANAGER AGENT
735 E CARNEGIE DRIVE
SUITE 100
SAN BERNARDINO, CA 92408

SCHEDULE F

RUBIDOUX COMMUNITY SERVICES
ATTN PRE
PO BOX 3098
RUBIDOUX, CA 92519-3098

SCHEDULE F

SAFECO INSURANCE COMPANY OF
AMERICA
C/O BOOTH MITCHEL & STRANGE
DAVID L HUGHES ESQ
GREGORY H SMITH ESQ
701 S PARKER ST
SUITE 6500
ORANGE, CA 92868-4733

SCHEDULE F

SAN BERNARDINO CITY UNIFIED SCHOOL
DISTRICT
C/O LAW OFFICES OF S HENSLEE SMITH
1578 N BATAVIA ST
ORANGE, CA 92867-3507

SCHEDULE F

SADDLEBACK CONSTRUCTION SPEC
ATTN PRESIDENT OR MANAGER AGENT
1630 E SAINT GERTRUDE PLACE
SANTA ANA, CA 92705

SCHEDULE F

SCOUTLITE CORPORATION
ATTN JEFF SHANNON, PRESIDENT
1442 S GAGE ST
SAN BERNARDINO, CA 92408

SCHEDULE F

SERBAN'S SOUND
ATTN PRESIDENT OR MANAGER AGENT
312 KENTUCKY STREET
BAKERSFIELD, CA 93305-4201

SCHEDULE F

SHELL
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 689010
DES MOINES, IA 50368-9010

SCHEDULE F

SIMS WELDING SUPPLY
ATTN PRESIDENT OR MANAGER AGENT
15444 SLOVER AVENUE
FONTANA, CA 92337

SCHEDULE F

SMALLEY & COMPANY
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 910217
DENVER, CO 80291-0217

SCHEDULE F

SMOKEY MOUNTAIN INSURANCE COMPANY
INC
ATTN PRESIDENT OR MANAGER AGENT
5230 WILSON ST
RIVERSIDE, CA 92509

SCHEDULE F

SO CAL INDUSTRIES
ATTN PRESIDENT OR MANAGER AGENT
163 SIXTH AVE
CITY OF INDUSTRY, CA 91746

SCHEDULE F

SOUTH COAST ROOF
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 7305
ORANGE, CA 92863-7305

SCHEDULE F

SPARKLETT'S
ATTN PRESIDENT OR MANAGER AGENT
PO BO X660579
DALLAS, TX 75266-0579

SCHEDULE F

SUNLAND FIRE PROTECTION
ATTN PRESIDENT OR MANAGER AGENT
10120 MC CLEMONT AVE
TUJUNGA, CA 91402

SCHEDULE F

SUPERIOR DOOR SYSTEMS
ATTN PRESIDENT OR MANAGER AGENT
8059 WING AVE
EL CAJON, CA 92020

SCHEDULE F

STANLEY SECURITY SYSTEMS
ATTN PRESIDENT OR MANAGER AGENT
21803 CACTUS AVE STE A
MARCH ARB, CA 92518-3022

SCHEDULE F

STAPLES BUSINESS ADVANTAGE
ATTN PRESIDENT OR MANAGER AGENT
DEPT LA 1368
PO BOX 83689
CHICAGO, IL 60696-3689

SCHEDULE F

STONE VALLEY MATERIALS
ATTN PRESIDENT OR MANAGER AGENT
600 UNIVERSITY ST
SUITE 2328
SEATTLE, WA 98101

SCHEDULE F

STREAMLINE PAINTING INC
ATTN PRESIDENT OR MANAGER AGENT
9726 SUNNYBROOK DRIVE
MORENO VALLEY, CA 92557

SCHEDULE F

THE HARTFORD
ATTN PRESIDENT OR MANAGER AGENT
BANKRUPTCY UNIT, T-1-55
HARTFORD PLAZA
HARTFORD, CT 06115

SCHEDULE F

THYSSENKRUPP ELEVATOR
ATTN PRESIDENT OR MANAGER AGENT
ATTN LAURIE - ACCOUNTS RECEIVABLE
2021 130TH NE
SUITE A
BELLEVUE, WA 98005

SCHEDULE F

TN SHEET METAL INC
ATTN PRESIDENT OR MANAGER AGENT
18385 BANDILER CIRCLE
FOUNTAIN VALLEY, CA 92708

SCHEDULE F

TITUS IMAGING INC
ATTN PRESIDENT OR MANAGER AGENT
4355 E AIRPORT DR
SUITE 106
ONTARIO, CA 91761

PROOF OF CLAIM ADDRESS

TORREY PINES BANK
ATTN HIL CONTRERAS
12220 EL CAMINO REAL, SUITE 100
SAN DIEGO, CA 92130

SCHEDULE F

TOTTEN TUBES INC
ATTN PRESIDENT OR MANAGER AGENT
500 DANLEE STREET
AZUSA, CA 91702

SCHEDULE F

TRILOGY CONTRACTORS INC
ATTN PRESIDENT OR MANAGER AGENT
425 W RIDER
SUITE C-4
PERRIS, CA 92571

SCHEDULE F

TRUE LINE
ATTN PRESIDENT OR MANAGER AGENT
1651 MARKET STREET #B
CORONA, CA 92880

SCHEDULE F

VALENCIA SHEET METAL
ATTN PRESIDENT OR MANAGER AGENT
10576 ILEX AVENUE
PACOIMA, CA 91331

SCHEDULE F

UPS - UNITED PARCEL SERVICE
C/O RECEIVABLE MANAGEMENT SERVICES
(RMS)
PO BOX 4396
TIMONIUM, MD 21094

SCHEDULE F

VERIZON
ATTN BANKRUPTCY UNIT
PO BOX 920041
DALLAS, TX 75392-0041

SCHEDULE F

WATERPROOFING EXPERTS INC
ATTN PRESIDENT OR MANAGER AGENT
7736 DEERING AVENUE
CANOGA PARK, CA 91304

**SCHEDULE F - ATTORNEY FOR
WATERWORKS INDUSTRIES, INC.**

WATERWORKS INDUSTRIES INC
C/O LAW OFFICE OF ERIC J PHILLIPS
4115 BLACKHAWK PLAZA CIRCLE
SUITE 100
DANVILLE, CA 94506

SCHEDULE F

YOUNGER & ASSOCIATES
ATTN PRESIDENT OR MANAGER AGENT
10681 FOOTHILL BLVD SUITE 280
RANCHO CUCAMONGA, CA 91730

SCHEDULE F

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
NATIONAL REAL ESTATE DEPARTMENT
PO BOX 26304
SALT LAKE CITY, UT 84126

**ATTORNEY FOR TRAVELERS INDEMNITY
COMPANY OF CT**

HEATHER L HIRSCH ESQ
SANDRA QUEZADA ESQ
ATTN PRESIDENT OR MANAGER AGENT
RE CLAIM #152 CB ELW2255A
PO BOX 6510
DIAMOND BAR, CA 91765

SCHEDULE F

USA SHADE & FABRIC STRUCTURES
ATTN PRESIDENT OR MANAGER AGENT
8505 CHANCELLOR ROW
DALLAS, TX 75347

SCHEDULE F

WALL PANEL SYSTEMS INC
ATTN PRESIDENT OR MANAGER AGENT
421 BUSINESS CENTER COURT
REDLANDS, CA 92509

SCHEDULE F

WATERWORKS INDUSTRIES INC
ATTN PRESIDENT OR MANAGER AGENT
930 SHILOH RD, BLDG 38, SUITE D
WINDSOR, CA 95492

SCHEDULE F

WESCO DISTRIBUTION INC
C/O POINTDEXTER & DOUTRE
624 S GRAND AVENUE
SUITE 2420
LOS ANGELES, CA 90017

SCHEDULE F

ZEP SALES & SERVICE
ATTN PRESIDENT OR MANAGER AGENT
FILE 50188
LOS ANGELES, CA 90074-0188

SCHEDULE F

DAN SAWYER
73331 PINEVALLEY DRIVE
THOUSAND PALMS, CA 92276

SCHEDULE F

TRAVELERS INSURANCE
ATTN ARMIN DELARMENTE
PO BOX 6510
DIAMOND BAR, CA 91765-8519

SCHEDULE F

VECTOR RESOURCES ENTERPRISE
ATTN PRESIDENT OR MANAGER AGENT
8647 NINTH STREET
RANCHO CUCAMONGA, CA 91730

SCHEDULE F

WATERPARK CONSTRUCTION INC
ATTN PRESIDENT OR MANAGER AGENT
3050 HOLME AVE
PHILADELPHIA, PA 19136

WATERWORKS INDUSTRIES INC
(PROOF OF CLAIM ADDRESS)
C/O R DALE GINTER
DOWNEY BRAND LLP
621 CAPITOL MALL, 18TH FLOOR
SACRAMENTO, CA 95814

SCHEDULE F

WESTMARK PRODUCTS INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 44040
TACOMA, WA 98448

SCHEDULE F

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
1 S MAIN STREET
SUITE 14TH FLOOR
SALT LAKE CITY, UT 84133-1109

ATTORNEY FOR DAN SAWYER

DAN SAWYER C/O
D MICHAEL CARUTHERS ESQ
LAW OFFICES OF D MICHAEL CARUTHERS
431 SOUTH PALM CANYON DRIVE
SUITE 204
PALM SPRINGS, CA 92262

SCHEDULE F

MED LEGAL PHOTOCOPY COVINA
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 1288
WEST COVINA, CA 91793

SCHEDULE F

ARS LEGAL
ATTN PRESIDENT OR MANAGER AGENT
13926 WHITTIER BLVD
WHITTIER, CA 90605

SCHEDULE F

GALLAGHER BASSETT
ATTN PRESIDENT OR MANAGER AGENT
RE POLICY #003WK05021
PO BOX 4040
SACRAMENTO, CA 95812-4040

SCHEDULE F

SPARTA INSURANCE
ATTN PRESIDENT OR MANAGER AGENT
185 ASYLUM STREET
HARTFORD, CT 06103

SCHEDULE F

APPALACHIAN UNDERWRITERS
WORKERS COMP CLAIMS DIVISION
800 OAK RIDGE TURNPIKE SUITE A-1000
OAK RIDGE, TN 37830

PROOF OF CLAIM FILED

OLD REPUBLIC CONSTRUCTION PROGRAM
GROUP
C/O CRFSOLUTIONS
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 1389
SIMI VALLEY, CA 93062

PROOF OF CLAIM FILED

OLD REPUBLIC CONSTRUCTION INSURANCE
AGENCY, INC.
OLD REPUBLIC CONSTRUCTION PROGRAM
GROUP
ATTN TROY GROENEWEG
225 S LAKE AVE SUITE 900
PASADENA, CA 91101

SCHEDULE F

APPLE VALLEY COMMUNICATIONS INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 787
APPLE VALLEY, CA 92307

PROOF OF CLAIM FILED

BORRMANN METAL CENTER
ROBERT PERSSON, PRESIDENT
110 W OLIVE AVE
BURBANK, CA 91502

NOTICE PURPOSES

CASTON INC
ATTN PRESIDENT OR MANAGER AGENT
354 S ALLEN STREET
SAN BERNARDINO, CA 92408

ATTORNEYS FOR CASTON, INC.

RANDALL J PITRE ESQ
PATRICIA A TEUNISSE
PITRE & TEUNISSE, INC.
921 W CIENEGA AVE
SAN DIMAS, CA 91773-0186

PROOF OF CLAIM FILED/ATTORNEYS FOR

BMO HARRIS BANK NA (DINERS CLUB

NORTH AMERICA)
BMO HARRIS BANK NA
C/OBECKET AND LEE LLP
POB 3001
MALVERN, PA 19355-0701

PROOF OF CLAIM FILED

RDO EQUIPMENT CO
ATTN D HOVEN
PO BOX 7160
FARGO, ND 58106

PROOF OF CLAIM FILED

ACE AMERICAN INSURANCE COMPANY
C/O SAVERIO M ROCCA, ESQ
ACE GROUP - 436 WALNUT STREET, WA04K
PHILADELPHIA, CA 19106

NOTICE PURPOSES

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS
ENFORCEMENT
[DLSE CASE NO. 44-34032/404]
ATTN MAX D NORRIS ESQ
300 OCEANGATE SUITE 850
LONG BEACH, CA 90802-4339

NOTICE PURPOSES

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS
ENFORCEMENT
[DLSE CASE NO. 44-34032/404]
TONY EGUAVOEN, DEPUTY LABOR
COMMISSIONER I
464 W FOURTH STREET ROOM 348
SAN BERNARDINO, CA 92401

PROOF OF CLAIM FILED

GENUINE PARTS COMPANY
RAKISHA MOORE, CREDIT ANALYST
4625 RIVER GREEN PARKWAY
DULUTH, GA 30096

SCHEDULE F

MARKEL INSURANCE COMPANY
C/O AMERICAN FINANCIAL MANAGEMENT,
INC.
BARRY I ROSEN, PRESIDENT
3715 VENTURA DRIVE
ARLINGTON HEIGHTS, IL 60004

SCHEDULE F

IMPERIAL SPRINKLER SUPPLY
ATTN PRESIDENT OR MANAGER AGENT
ATTN KARLA MORLACCHI, ACCOUNTS
RECEIVABLE
1485 N MANASSERO ST
ANAHEIM, CA 92807

SCHEDULE F

TRI-STATE MATERIALS INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 555
NUEVO, CA 92567

RETURNED MAIL

**RETURNED 10/21/13; MOVED, LEFT NO
ADDRESS; UNABLE TO FORWARD
SCHEDULE F**

REAL GOODS SOLAR INC
ATTN PRESIDENT OR MANAGER AGENT
DEPT 2247
DENVER, CO 80291

**RETURNED 10/2/2013, SEE ADDRESS FOR
STEVEN R BANGERTER FROM CA
SECRETARY OF STATE
SCHEDULE D**

GOTTE ELECTRIC INC
ATTN PRESIDENT OR MANAGER AGENT
27525 ENTERPRISE CIRCLE WEST
SUITE 101-A
TEMECULA, CA 92590

**RETURNED 10/7/2013, SEE NEW ADDRESS
FROM CA SECRETARY OF STATE
SCHEDULE D - ADDITIONAL NOTICE FOR
GOTTE ELECTRIC INC**

GOTTE ELECTRIC INC
C/O STEVEN R BANGERTER ESQ
BANGERTER SHEPPARD PC
3655 TORRANCE BLVD
THIRD FLOOR
TORRANCE, CA 90503

**RETURNED 10/18/2013, UNDELIVERABLE;
SEE ADDRESS FOR COUNSEL FOR
WATERWORKS INDUSTRIES INC
SCHEDULE F**

WATERWORKS INDUSTRIES INC
ATTN PRESIDENT OR MANAGER AGENT
8733 LAKEWOOD DRIVE
SUITE 205
WINDSOR, CA 95492

**SEE NEW ADDRESS PER POSTAL SERVICE
FORWARDING
SCHEDULE F**

PROTECTION ONE
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 5714
CAROL STREAM, IL 60197-5714

**SEE UPDATED ADDRESS PER TELEPHONE
CALL 10/23/2013**

**SCHEDULE D - ADDITIONAL NOTICE FOR
BERKLEY REGIONAL INSURANCE
COMPANY**
BERKLEY REGIONAL INSURANCE COMPANY
C/O RICHARD W TROPP
BENCHMARK CONSULTING SERVICES LLC
2 VENTURE SUITE 200
IRVINE, CA 92618

**SEE UPDATED SUITE # PER TELEPHONE
CALL 11/4/2013
SCHEDULE F**

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
1 S MAIN STREET
SUITE 700
SALT LAKE CITY, UT 84133-1109

**LETTERS RECEIVED 11/8/2013 AND 11/21/2013,
WILL NOT ACCEPT SERVICE ON BEHALF
SPARTA INSURANCE COMPANY WHICH
WITHDREW TO DO BUSINESS IN CA ON
3/23/2009**

SCHEDULE F
NANCY FLORES, AGENT FOR SERVICE RE
SPARTA INSURANCE
C/O CT CORPORATION SYSTEM
818 WEST SEVENTH STREET
LOS ANGELES, CA 90017

**RETURNED 11/6/2013, UNDELIVERABLE
SCHEDULE F**

SOUTH WEST INSURANCE GROUP INC
KURT BARSOTTI
5500 EAST ATHERTON STREET SUITE 404
LONG BEACH, CA 90815-4023

**RETURNED 11/7/2013, UNDELIVERABLE
SCHEDULE F**

SOUTH WEST INSURANCE GROUP INC
ATTN PRESIDENT OR MANAGER AGENT
4067 HARDWICK
LAKEWOOD, CA 90712

**RETURNED 11/6/2013, UNDELIVERABLE
SCHEDULE F**

SOUTH WEST INSURANCE GROUP INC
ATTN PRESIDENT OR MANAGER AGENT
5005 EAST ATHERTON SUITE 404
LONG BEACH, CA 90815

**RETURNED 11/6/2013, UNDELIVERABLE
SCHEDULE F**

THE OFFICES OF MONTGOMERY &
MEYERS PA
ATTN PRESIDENT OR MANAGER AGENT
2029 CENTURY PARK EAST #1400
LOS ANGELES, CA 90067

**RETURNED 11/7/2013, UNDELIVERABLE
SCHEDULE F**

THE OFFICES OF MONTGOMERY &
MEYERS PA
ATTN PRESIDENT OR MANAGER AGENT
501 W BROADWAY
SAN DIEGO, CA 92101

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

UPS - UNITED PARCEL SERVICE
ATTN BANKRUPTCY UNIT
PO BOX 894820
LOS ANGELES, CA 90189-4820

**RETURNED 12/26/2013/ 12/6/2013; SEE
ADDRESS FROM TELEPHONE CALL
12/26/2013**

SCHEDULE F
THYSSENKRUPP ELEVATOR
ATTN PRESIDENT OR MANAGER AGENT
11040 MAIN STREET
SUITE 280
BELLEVUE, WA 98006

**RETURNED 11/18/2013, SEE POSSIBLE NEW
ADDRESS
SCHEDULE F**

THE HARTFORD
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 2907
HARTFORD, CT 06104-2907

**RETURNED 12/23/2013, SEE POSSIBLE NEW
ADDRESS FROM THE INTERNET
SCHEDULE F**

WATERPARK CONSTRUCTION INC
ATTN PRESIDENT OR MANAGER AGENT
1950 STREET RAOD #319
BENSALEM, PA 19020

**RETURNED 12/13/2013, SEE POSSIBLE NEW
ADDRESS FROM THE INTERNET
SCHEDULE F**

GRANITE CONSTRUCTION COMPANY
ATTN PRESIDENT OR MANAGER AGENT
FILE 73523
PO BOX 60000
SAN FRANCISCO, CA 94160-3523

**RETURNED 12/13/2013, SEE POSSIBLE NEW
ADDRESS FROM THE CA SECRETARY OF
STATE**

SCHEDULE F
GLOBE TECH INC
ATTN PRESIDENT OR MANAGER AGENT
17309 VANOWEN ST
LAKE BALBOA, CA 91406

**RETURNED 12/19/2013, SEE POSSIBLE NEW
ADDRESS FROM THE CA SECRETARY OF
STATE**

SCHEDULE F
SCOUTLITE CORPORATION
ATTN PRESIDENT OR MANAGER AGENT
1091 7TH ST
UNIT C
CALIMESA, CA 92320

**RETURNED 12/30/2013, UNDELIVERABLE; SEE
POSSIBLE NEW ADDRESS FROM THE CA
SECRETARY OF STATE**

SCHEDULE F
MCKENDRY DOOR SALES
ATTN PRESIDENT OR MANAGER AGENT
16026 CARMENITA ROAD
CERRITOS, CA 90703

**RETURNED 1/6/2014, 1/27/2014,
UNDELIVERABLE, FORWARDING
EXPIRED
SCHEDULE F**

AETNA
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 6040
ARTESIA, CA 90702

**RETURNED 1/8/2014, AND 1/17/2014, SEE NEW
ADDRESS
SCHEDULE F**

STANLEY SECURITY SYSTEMS
ATTN PRESIDENT OR MANAGER AGENT
783 PALMYRITA AVENUE
UNIT E
RIVERSIDE, CA 92507

**SEE NEW ADDRESS PER LETTER RECEIVED
1/13/2014
SCHEDULE F**

AUTOMATED GATE SERVICES INC
C/O BEARD HOBBS ATTORNEY AT LAW
7844 LA MESA BLVD
LA MESA, CA 91941

**SERVICE FOR U.S. TELEPACIFIC CORP
TO BE SENT TO ATTORNEY JOHN
BOVITZ PER EMAIL 1/15/2014
SCHEDULE F**

TELEPACIFIC COMMUNICATIONS
ATTN PRESIDENT OR MANAGER AGENT
515 S FLOWER ST
47TH FLOOR
LOS ANGELES, CA 90071-2201

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

PETERSON HYDRAULICS INC
ATTN PRESIDENT OR MANAGER AGENT
1653 E EL SEGUNDO BLD
GARDENA, CA 90249

**SERVICE FOR U.S. TELEPACIFIC CORP TO
BE SENT TO ATTORNEY JOHN BOVITZ PER
EMAIL 1/15/2014
SCHEDULE F**

U.S. TELEPACIFIC CORP
OFFICE OF GENERAL COUNSEL
515 S FLOWER ST
47TH FLOOR
LOS ANGELES, CA 90071-2201

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

APPLE VALLEY COMMUNICATIONS INC
LARRY CUSACK AGENT FOR SERVICE
21845 US HIGHWAY 18
APPLE VALLEY, CA 92307

**SCHEDULE F - ADDITIONAL NOTICE FOR
APPLE VALLEY COMMUNICATIONS INC**

THE OFFICES OF MONTGOMERY &
MEYERS PA
ATTN LEGALZOOM.COM, INC., AGENT FOR
SERVICE OF PROCESS
100 WEST BROADWAY SUITE 100
GLENDALE, CA 91210

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

GE CAPITAL
GENERAL ELECTRIC CAPITAL CORPORATION
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 310010273
PASADENA, CA 91110-0273

SEE PROOF OF CLAIM ADDRESS**SCHEDULE F**

FIRST INSURANCE FUNDING CORP
ATTN PRESIDENT OR MANAGER AGENT
450 SKOKIE BLVD SUITE 1000
PO BOX 3306
NORTHBROOK, IL 60065-3306

SEE PROOF OF CLAIM ADDRESS**SCHEDULE F**

DE LAGE LANDEN FINANCIAL SERVICES INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 41602
PHILADELPHIA, PA 19101-1602

RETURNED 2/18/2014, UNDELIVERABLE**ATTORNEY FOR TRAVELERS INDEMNITY
COMPANY OF CT**

HEATHER L HIRSCH ESQ
SANDRA QUEZADA ESQ
ATTN PRESIDENT OR MANAGER AGENT
RE CLAIM #152 CB ELW2255A
PO BOX 6610
DIAMOND BAR, CA 91765

SEE PROOF OF CLAIM ADDRESS**SCHEDULE F**

HERITAGE WIND COVERING OF AZ
ATTN PRESIDENT OR MANAGER AGENT
17461 APEX CIRCLE #3
HUNTINGTON BEACH, CA 92647

**LETTER RECEIVED 3/10/2014, REQUESTING
TO BE TAKEN OFF OF THE SERVICE LIST****SCHEDULE F**

AUTOMATED GATE SERVICES INC
C/O BEARD HOBBS ATTORNEY AT LAW
1014 BROADWAY SUITE A
EL CAJON, CA 92021

**RETURNED 4/9/2014, SEE NEW ADDRESS IN
WILDOMAR****SCHEDULE F**

AGUA MANSA INVESTMENT PARTNERS LLC
ATTN PRESIDENT OR MANAGER AGENT
5230 WILSON ST
RIVERSIDE, CA 92509

**ATTORNEY FOR FEDERAL INSURANCE
COMPANY**

JONATHAN J DUNN ESQ
ANDREW C HARRIS ESQ
SEDWICK LLP
3 PARK PLAZA
17TH FLOOR
IRVINE, CA 92614-8540

**4/14/2014, SEE CHANGE OF ADDRESS AND
PROOF OF CLAIM****NOTICE FOR DINERS CLUB NORTH
AMERICA**

BMO FINANCIAL GROUP
STEPHANIE DEPAOLA-NG ACCOUNT
MANAGER
2465 ARGENTIA ROAD
7TH FLOOR - DINERS CLUB AMU
MISSISSAUGA, ON L5N 0B4

**LETTER RECEIVED 4/22/2104 REQUESTING
TO BE REMOVED FROM THE MAILING LIST.****SCHEDULE F**

CDC SMALL BUSINESS FINANCE
ATTN MARIE LONDON LIQUIDATION
ASSOCIATE
1545 RIVER PARK DRIVE
SUITE 530
SACRAMENTO, CA 95815

**LETTER RECEIVED 4/22/2104
REQUESTING TO BE REMOVED FROM
THE MAILING LIST.****SCHEDULE F**

CDC SMALL BUSINESS FINANCE C/O
WELLS FARGO CORPORATE TRUST
SERVICES
ATTN PRESIDENT OR MANAGER AGENT
420 MONTGOMERY ST
SAN FRANCISCO, CA 94104

**LETTER RECEIVED 4/22/2104 REQUESTING
TO BE REMOVED FROM THE MAILING LIST.****SCHEDULE F**

CDC SMALL BUSINESS FINANCE C/O
WELLS FARGO CORPORATE TRUST SERVICES
ATTN PRESIDENT OR MANAGER AGENT
NW 6441
PO BOX 1450
MINNEAPOLIS, MN 55485

**LETTER RECEIVED 4/22/2104 REQUESTING
TO BE REMOVED FROM THE MAILING LIST.****ATTORNEY FOR CDC SMALL BUSINESS
FINANCE**

CDC SMALL BUSINESS FINANCE CORP
TODD E KOBERNICK ESQ
LAW OFFICES OF TODD E KOBERNICK
2448 HISTORIC DECATUR ROAD
SUITE 220
SAN DIEGO, CA 92106

**NOTICE OF WITHDRAWAL OF REQUEST
FOR NOTICE RECEIVED JUNE 9, 2014****(DOCKET 282)****CLAIM FILED - ATTORNEY FOR REGENTS
OF UNIVERSITY OF CALIFORNIA**

REGENTS OF UNIVERSITY OF CALIFORNIA
JOHN P BEVAN SENIOR COUNSEL
OFFICE OF THE GENERAL COUNSEL
1111 FRANKLIN STREET
8TH FLOOR
OAKLAND, CA 94607-5200

RETURNED 7/14/2014, SEE NEW ADDRESS**SCHEDULE F**

AIR EXCHANGE CLEAN AIR SPEC
ATTN PRESIDENT OR MANAGER AGENT
1185 SAN MATEO AVE
SAN BRUNO, CA 94066